

EXHIBIT "E"

This instrument prepared by:

Ronald A. Weiner, Esq.
Arnall Golden Gregory LLP
171 17th Street, N.W., Suite 2100
Atlanta, Georgia 30363

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NEGATIVE PLEDGE AGREEMENT

THIS NEGATIVE PLEDGE AGREEMENT ("Agreement") is made on August 13, 2013, by MILLER AUTO PARTS & SUPPLY COMPANY, INC., a Delaware corporation ("Owner"), in favor of FCC, LLC D/B/A FIRST CAPITAL ("Lender").

BACKGROUND STATEMENT

Lender and Owner are parties to that certain Loan and Security Agreement of even date herewith, made by and among Owner, Johnson Industries, Inc., a Georgia corporation, Miller Auto Parts & Paint Company, Inc., a Delaware corporation, AutoPartsTomorrow.com, LLC, a Delaware limited liability company (collectively, the "Borrowers"), and Lender (hereinafter referred to as the "Loan Agreement"), and the loan in the amount of Eighteen Million and No/100 Dollars (\$18,000,000.00) evidenced thereby as the "Loan"). The proceeds of the Loan will be used by Borrower to finance working capital of the Borrowers on the real property owned by Owner being more fully and particularly described in Exhibit A attached hereto and incorporated herein by this reference (hereinafter referred to as the "Property"). Owner will benefit directly and materially by the extension of the Loan by Lender to Borrowers, and as a condition to its extending the Loan to Borrowers, Lender has required that Owner enter into, and Owner has agreed to enter into, this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, the agreement of Lender to extend the Loan to Borrowers, Ten Dollars (\$10.00) in hand paid and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Without the prior written consent of Lender, Owner shall not at any time:

(a) sell, transfer, gift, pledge, assign, encumber, mortgage, grant any lien or security interest in, upon or to, or otherwise dispose of any or all of the Property, or any interest or right in or to, or option to purchase with respect to any portion or all of the Property; or

(b) create, incur, assume or suffer to exist any additional indebtedness secured by any interest in any Property; or

(c) execute or agree to execute a negative pledge agreement with any party other than Lender with respect to any of the Property.

2. Any attempted sale, transfer, gift, pledge, assignment, encumbrance, mortgage, lien or security interest in or to, or other disposition of, or any interest or right in or to, or option to purchase any of the Property, not in accordance with the terms and conditions of this Agreement shall be NULL AND VOID and the same shall constitute a default under the Loan Agreement (the Loan Agreement and all other loan documents executed in connection therewith are hereinafter collectively referred to as the "Loan Documents").

3. Owner warrants and represents that (a) Owner has good, marketable fee simple title to all of the Property free and clear of liens and encumbrances; (b) Owner has full power and lawful authority to execute this Agreement, which is and shall remain a valid and enforceable encumbrance on all of the Property; and (c) Owner shall preserve such fee simple title and will forever warrant and defend the validity of this Agreement against the claims of all parties.

4. In the event that any of the covenants, agreements, terms or provisions contained herein shall be invalid, illegal or unenforceable, in any respect, the validity of the remaining provisions contained herein shall be in no way affected, prejudiced or disturbed thereby.

5. Neither this Agreement nor any term hereof may be changed, waived, discharged or terminated orally, or by any action or inaction, but only by an instrument in writing, signed by both parties hereto. Said document shall be in form suitable for recordation. Upon full and final payment and performance of all of the Borrowers' obligations under the Loan Agreement and termination of the commitments of Lender under the Loan Agreement, this Agreement shall be of no further force or effect and Lender will, at Owner's cost and expense, satisfy and terminate this Agreement of record in accordance with applicable laws.

6. This Agreement shall bind and inure to the benefit of the respective successors and assigns of the parties hereto.

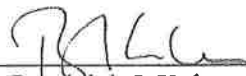
7. This Agreement may be executed in two or more original counterparts, each of which shall be an original, but all of which together shall constitute one and the same agreement. This Agreement shall be governed by the laws of the State of Georgia.

(Signatures on following page)

IN WITNESS WHEREOF, Owner has on the date set forth in the acknowledgement hereto, effective as of the date first above written, caused this instrument to be duly EXECUTED AND DELIVERED by authority duly given.

OWNER:

MILLER AUTO PARTS & SUPPLY COMPANY,
INC., a Delaware corporation

By: 
Name: Randolph J. Kulamer
Title: CEO

[CORPORATE SEAL]

Certified Address of Lender

The undersigned hereby certifies that the address of the Lender is:

FCC, LLC d/b/a First Capital
3350 Riverwood Parkway
Suite 1750
Atlanta, Georgia 30339
Attn.: Portfolio Manager

FCC, LLC d/b/a First Capital

By: _____
Name: _____
Title: _____

[CORPORATE SEAL]

IN WITNESS WHEREOF, Owner has on the date set forth in the acknowledgement hereto, effective as of the date first above written, caused this instrument to be duly EXECUTED AND DELIVERED by authority duly given.

OWNER:

MILLER AUTO PARTS & SUPPLY COMPANY,
INC., a Delaware corporation

By: _____

Name: Randolph J. Kulamer

Title: CEO

[CORPORATE SEAL]

Certified Address of Lender

The undersigned hereby certifies that the address of the Lender is:

FCC, LLC d/b/a First Capital
3350 Riverwood Parkway
Suite 1750
Atlanta, Georgia 30339
Attn.: Portfolio Manager

FCC, LLC d/b/a First Capital

By: 
Name: Ralph J. Infante

Title: Senior Vice President

[CORPORATE SEAL]

STATE OF Georgia)
COUNTY OF Gwinnett) ss.

On August 12, 2013, before me Peresha McCall the undersigned office, personally appeared Randolph J. Kulamer who acknowledged himself to be the CEO of MILLER AUTO PARTS & SUPPLY COMPANY, INC., a Delaware corporation, and that he as such CEO, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as CEO.

In witness whereof, I hereunto set my official hand and official seal.

Peresha McCall
Notary Public



EXHIBIT A

Legal Description

ALL that certain lot or piece of ground situate, lying and being in the Borough of Bedford, County of Bedford and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin at the intersection of the eastern line of North Juliana Street and the southern line of Mann Street; thence by Mann Street, North 90 degrees 00 minutes 00 seconds East, 240 feet to an iron pin on the western line of Huntingdon Avenue South 00 degrees 00 minutes 00 seconds East, 120 feet to an iron pin; thence along land now or formerly of Thomas F. Hagan, South 90 degrees 00 minutes 00 seconds West, 156 feet to a set iron pin; thence along land of which this was formerly a part of, North 00 degrees 00 minutes 00 seconds West, 60 feet to a set iron pin; thence South 90 degrees 00 minutes 00 seconds West, 84 feet to an iron pin along the eastern line of North Juliana Street North 00 degrees 00 minutes 00 seconds West, 60 feet to an iron pin the place of beginning. BEING all of Lot No. 20 and part of Lot No. 21 in the Mann addition to Bedford Borough.

BEING the same premises title to which vested in Golden Bridge Properties, LLC, the Grantor herein, by deed of Interstate Emergency Services, Inc., a Pennsylvania Corporation, dated October 11, 2006, and recorded October 13, 2006, in the Office of the Recorder of Deeds for Bedford County in Record Book 1145, Page 142.

BEING the same premises which GOLDEN BRIDGE PROPERTIES, LLC by deed dated 3/21/2007 and intended to be recorded in the Records Office in and for BEDFORD COUNTY, PA granted and conveyed unto MILLER AUTO PARTS & SUPPLY COMPANY, INC.